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IN THE FOURTH JUDICIAL DISTRICT COURT OF DUCHESNE COUNTY  
STATE OF UTAH

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SAND WASH IRRIGATION COMPANY,	)	
	)	
Plaintiff,	)	<u>STIPULATION FOR SETTLEMENT</u>
	)	
vs.	)	
	)	
DRY GULCH IRRIGATION COMPANY	)	
and MOON LAKE WATER USERS	)	
ASSOCIATION,	)	Civil No. 5723
	)	
Defendants.	)	

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It is hereby stipulated among the above-named parties by and through their attorneys of record thereunto duly authorized in full settlement of all of the issues of the above-entitled case as follows:

1. Sand Wash Irrig Co. Plaintiff's right to the use of the waters of Sand Wash evidenced by Certificate of Appropriation No. 2039 as confirmed by the Decree of the District Court of Duchesne County dated June 29, 1936, made and entered in Civil No. 1257, shall be limited to a continuous flow of 6.0 c.f.s. to be diverted only during the period May 1 to October 12, inclusive, of each year and during such period only when the waters can be beneficially used for irrigation purposes and shall not exceed a total quantity of 1,964.0 acre feet during any one year.

2. The water provided for in the preceding paragraph 1 shall be diverted from Sand Wash at Plaintiff's existing diversion structure and headgates into Plaintiff's existing north ditch and south ditch respectively in proportion to the number of shares of stock owned by stockholders of Plaintiff in each of said ditches provided that the respective quantities of water diverted into each ditch shall be fixed at the beginning of the period of use of each year and shall remain fixed during

the entire period of use of that year.

*Dry Gulch Irrigation Company & Moon Lake Water Users.*  
3. Defendants shall be entitled to the use of all of  
the remaining waters of Sand Wash by direct flow diversions  
and/or storage in accordance with their respective established  
water rights subject to the prior right of Plaintiff as described  
under Paragraph 1 hereinabove.

4. Defendants shall pass through the Big Sand Wash  
Reservoir or Defendant Moon Lake Water Users Association shall  
release from storage therein sufficient quantities of water,  
whether augmented by inflows below or depleted by losses below,  
to make available in Sand Wash at Plaintiff's diversion structure  
and headgates the quantities of water provided for in Paragraph 1  
hereinabove; provided, however, that the section of Sand Wash  
between the Big Sand Wash Reservoir and the Plaintiff's diversion  
structure and headgates shall be policed as provided in Paragraph 7  
hereinbelow.

5. Defendants shall not be obligated or required to  
measure or account for the inflow waters into the Big Sand Wash  
Reservoir or the waters of the springs and seeps accumulating  
therein.

6. The provisions of this Stipulation for Settlement  
shall be binding upon the parties hereto, and their successors  
and assigns, and shall remain in full force and effect as long  
as Defendant Moon Lake Water Users Association or its successor  
shall continue to operate and maintain the Big Sand Wash Reservoir  
on Sand Wash, and in the event that the said Big Sand Wash  
Reservoir or its replacement shall not be operated and maintained  
on Sand Wash, the terms and provisions of this Stipulation for  
Settlement and Judgment entered thereon shall no longer apply  
and the water right of Plaintiff shall revert to its prior status  
as evidenced by Certificate of Appropriation No. 2039 as against  
Defendant Moon Lake Water Users Association and as confirmed by  
the Decree of the District Court of Duchesne County dated June 29,  
1936 made and entered in Civil No. 1257 as against Defendant  
Dry Gulch Irrigation Company.

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7. The parties hereto shall jointly request the Utah State Engineer to appoint a water commissioner to administer and distribute the waters of Sand Wash through that segment of Sand Wash between the Big Sand Wash Reservoir and the Plaintiff's diversion structure and headgates and to require all water users in said segment of Sand Wash to install lockable headgates. The expenses of such administration and distribution shall be borne two-thirds by Defendant Dry Gulch Irrigation Company and one-third by Plaintiff. *Big Sand Wash Irrigation Co.* Defendant Dry Gulch Irrigation Company shall at its own expense police the diversions of water by its stockholders in said segment during such times when those stockholders are entitled to divert water by virtue of their respective stock ownerships to insure that such water is diverted at the proper times and in the proper amounts.

8. The Class "D" ditch-rider of the Defendant Dry Gulch Irrigation Company shall regulate the diversions of water into Plaintiff's north and south ditch in accordance with the Stipulation for Settlement and Judgment thereon subject to Paragraph 7 hereinabove. On or before the first day of May of each year, Plaintiff shall advise Defendants in writing of the proportionate shares of the waters of Plaintiff which shall be diverted into Plaintiff's north ditch and south ditch respectively and such proportionate shares shall remain fixed during the period of use of that year.

9. The parties acknowledge that Defendant Dry Gulch Irrigation Company has improved Plaintiff's headgates at the heads of Plaintiff's north ditch and south ditch and that said Defendant has installed a measuring device in each of said ditches immediately below the headgates thereof. The parties further acknowledge that the headgate of the south ditch must be lowered or otherwise improved by Defendant Dry Gulch Irrigation Company as shall be mutually agreed upon by the parties to provide for improved regulation. *Big Sand Wash Irrigation Co.* Plaintiff shall forthwith reimburse Defendant Dry Gulch Irrigation Company for one-third (1/3) of the expenses incurred by it in improving Plaintiff's headgates



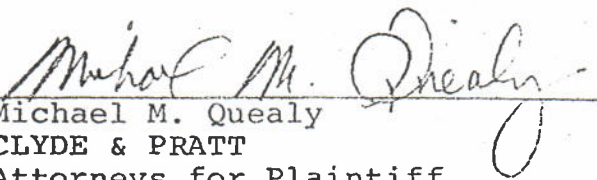
and installing the two measuring devices and Plaintiff shall pay said Defendant one-third (1/3) of the expenses to be incurred by said Defendant in lowering or otherwise improving the south headgate immediately upon the completion thereof. Every reasonable effort shall be made to complete the necessary work on said south headgate prior to the beginning of the 1979 irrigation season.

10. The Plaintiff shall join the Associated Water Users of the Uinta and Lake Fork Rivers, and shall thereby be entitled to all rights and privileges, and be subject to all duties and obligations of membership therein.

11. Each party shall bear its own costs.

12. The foregoing terms of this Stipulation for Settlement shall be reduced to a judgment to be approved by the attorneys for the respective parties in form and in substance prior to signature and entry by the court.

DATED this \_\_\_\_ day of \_\_\_\_\_, 1979.

  
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